

EXHIBIT “A”



State of Alabama
Unified Judicial System
Form AR Civ-93 Rev. 9/18

**COVER SHEET
CIRCUIT COURT - CIVIL CASE**
(Not For Domestic Relations Cases)

Case No.: 41 Date of Filing: 03/05/2020 Judge Code:

GENERAL INFORMATION

**IN THE CIRCUIT COURT OF LAUDERDALE COUNTY, ALABAMA
JONATHAN CHANEY v. ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY**

First Plaintiff: Business Individual
 Government Other

First Defendant: Business Individual
 Government Other

NATURE OF SUIT: Select primary cause of action, by checking box (check only one) that best characterizes your action:

TORTS: PERSONAL INJURY

- WDEA - Wrongful Death
- TONG - Negligence: General
- TOMV - Negligence: Motor Vehicle
- TOWA - Wantonness
- TOPL - Product Liability/AEMLD
- TOMM - Malpractice-Medical
- TOLM - Malpractice-Legal
- TOOM - Malpractice-Other
- TBFM - Fraud/Bad Faith/Misrepresentation
- TOXX - Other: _____

TORTS: PERSONAL INJURY

- TOPE - Personal Property
- TORE - Real Properly

OTHER CIVIL FILINGS

- ABAN - Abandoned Automobile
- ACCT - Account & Nonmortgage
- APAA - Administrative Agency Appeal
- ADPA - Administrative Procedure Act
- ANPS - Adults in Need of Protective Services

OTHER CIVIL FILINGS (cont'd)

- MSXX - Birth/Death Certificate Modification/Bond Forfeiture Appeal/Enforcement of Agency Subpoena/Petition to Preserve
- CVRT - Civil Rights
- COND - Condemnation/Eminent Domain/Right-of-Way
- CTMP - Contempt of Court
- CONT - Contract/Ejectment/Writ of Seizure
- TOCN - Conversion
- EQND - Equity Non-Damages Actions/Declaratory Judgment/Injunction Election Contest/Quiet Title/Sale For Division
- CVUD - Eviction Appeal/Unlawful Detainer
- FORJ - Foreign Judgment
- FORF - Fruits of Crime Forfeiture
- MSHC - Habeas Corpus/Extraordinary Writ/Mandamus/Prohibition
- PFAB - Protection From Abuse
- EPFA - Elder Protection From Abuse
- FELA - Railroad/Seaman (FELA)
- RPRO - Real Property
- WTEG - Will/Trust/Estate/Guardianship/Conservatorship
- COMP - Workers' Compensation
- CVXX - Miscellaneous Circuit Civil Case

ORIGIN: F INITIAL FILING

A APPEAL FROM DISTRICT COURT

O OTHER

R REMANDED

T TRANSFERRED FROM OTHER CIRCUIT COURT

HAS JURY TRIAL BEEN DEMANDED? YES NO

Note: Checking "Yes" does not constitute a demand for a jury trial. (See Rules 38 and 39, Ala.R.Civ.P, for procedure)

RELIEF REQUESTED:

MONETARY AWARD REQUESTED NO MONETARY AWARD REQUESTED

ATTORNEY CODE:

MIT016

3/5/2020 3:57:46 PM

/s/ J WILSON MITCHELL

Date

Signature of Attorney/Party filing this form

MEDIATION REQUESTED:

YES NO UNDECIDED

Election to Proceed under the Alabama Rules for Expedited Civil Actions:

YES NO



IN THE CIRCUIT COURT OF LAUDERDALE COUNTY, ALABAMA

JONATHAN CHANEY,

§

Plaintiff,

§

v.

§ CASE NO. _____

§

ALLSTATE VEHICLE AND PROPERTY
INSURANCE COMPANY, and Defendants
“A”, “B”, and “C”, said defendants “A”,
“B”, and “C” being the correct legal
designation of ALLSTATE VEHICLE AND
PROPERTY INSURANCE COMPANY,
and/or being the corporation or entity
having issued homeowners policy
number 995175183 to Plaintiff insuring
casualties and other losses on real
estate owned by Plaintiff located at
17621 Richter Road, Rogersville,
Alabama 35652-8516, whose correct
name is otherwise unknown by Plaintiff
but will be added by amendment hereto
when ascertained,

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

COMPLAINT
COUNT I

1. Plaintiff is a resident citizen of Lauderdale County, Alabama, and is over the age of nineteen (19) years.

2. Defendant Allstate Vehicle and Property Insurance Company, is upon information and belief, a foreign corporation regularly conducting business in Lauderdale County, Alabama, issuing various types of insurance policies including but not limited to the homeowners insurance policy issued by Defendant to Plaintiff policy number 995-175-183, which policy was at all material times herein in full force and effect with all premiums paid.

3. Defendants A, B and C being the correct legal designation of Allstate Vehicle and Property Insurance Company and/or being the corporation or entity having issued

homeowners policy number 995175183 to Plaintiff insuring casualties and other losses on improved real estate owned by Plaintiff located at 17621 Richter Road, Rogersville, Alabama 35652-8516, whose correct name is otherwise unknown by Plaintiff but will be added by amendment hereto when ascertained.

4. On or about April 10, 2017, Plaintiff sustained a substantial water casualty loss at Plaintiff's insured real property located at 17621 Richter Road, Rogersville, Alabama 35652-8516, covered by the policy of insurance issued by Defendant herein, which policy at all material times were in full force and effect with all premiums paid, at to which loss notice was provided by Plaintiff to Defendant timely having been assigned claim number 0452334428.

5. Defendant initially reviewed the property damage, however, did not fully adjust the loss, never reaching a meeting of the minds between the parties as to the nature and extent of the subject loss, but rather Defendant, without authority or permission from Plaintiff, sent an unqualified check dated May 23, 2017 to Wells Fargo Bank in the amount of \$16,076.75 which check was made payable to Jonathan Chaney and Wells Fargo Bank, said Wells Fargo Bank being the mortgage holder of the subject property.

6. The subject funds did not in any way resolve the underlying water loss. The check was endorsed by Plaintiff and the mortgage lender, and the funds were expended to partially repair the subject property, however, the damages to the property were greatly in excess of said amount, which fact was brought to the attention repeatedly by the Plaintiff to the Defendant.

7. Defendant breached the subject policy of insurance by: (1)failing and refusing to properly adjust the claim;(2) failing to provide suitable contractors and sub-contractors to perform the necessary repair work;(3) failing to pay appropriate living expense funds under

circumstances where the subject property was not liveable for a period of many months while repairs were effected; and (4) failing to fully compensate Plaintiff for the insured loses. Defendant only paid for one (1) month of living expenses when the property was unsuitable and unsafe to reside therein such living expenses being insufficient to the extent of approximately \$15,000 to \$20,000 if paid appropriately pursuant to subject contract.

8. Because of Defendant's breach the subject insurance policy, Plaintiff had to effect repairs on his own, which fact was brought to the attention of Defendant with no objection, and Defendant informed Plaintiff to retain his receipts, which Plaintiff did forwarding appropriate receipts to Defendant, however, no additional funds have been paid by or on behalf of Defendant for these repairs which exceed \$50,000 over and above the \$16,076.75 check forwarded by Defendant to Plaintiff' mortgage lender in an unqualified manner.

9. As a proximate consequence of the breach of contract by Defendant, Plaintiff has been caused to expend substantial sums and effort to effect the necessary repairs to the insured premises referenced above; Plaintiff has had to take out loans and advanced payments from a retirement account in order to pay for the expenses effecting said repairs which should have been provided for under the subject policy with Defendant, and Plaintiff has been caused mental anguish and emotional distress as the subject property at issue is the primary residence of Plaintiff.

10. THEREFORE, Plaintiff demands judgment against Defendants, Allstate Vehicle and Property Insurance Company, and A, B, and C, separately, severally, or jointly, in an amount to be determined by the trier of fact herein, as actual, consequential, incidental and special damages, said amount being in excess of the jurisdictional requirements of this Honorable Court, plus interest, costs and a reasonable attorney's fee.

COUNT II

11. Plaintiff incorporates by reference, as though fully set forth herein, the contents of paragraphs 1 through 10 above.

12. Plaintiff has put Defendant upon notice of substantial damages to Plaintiff's insured residence, however, Defendant has failed and refused to properly adjust the claim, failed and refused to properly comply with the subject homeowner's insurance policy number 995-175-183 which was at all material times was in full force and effect with all premiums paid, and Defendant has failed and refused to pay Plaintiff's valid claim under the subject policy under circumstances where Defendant does not have any reasonable, legitimate, or even arguable reason for that refusal, and Defendant insurance company has knowledge of such absence.

13. The homeowners and casualty insurance policy at issue herein has an implied covenant of good faith and fair dealing.

14. Defendant owes Plaintiff a duty of good faith and fair dealing.

15. Defendant has willfully and/or intentionally failed to and continues to fail to determine whether there is a legitimate or arguable reason to fail to pay the claims of Plaintiff herein, and has failed to properly adjust the claim, failed to comply with the subsequent agreement entered into by Defendant and Plaintiff for Plaintiff to effect repairs and submit receipts to Defendant which should be paid by Defendant but have not been.

16. As a proximate consequence of Defendant's breach of the implied covenant and duty of good faith and fair dealing and the bad faith failure to pay the claim and/or the bad faith failure of Defendant to properly investigate, adjust and pay the claim, Plaintiff has been damaged and denied proceeds due under the subject insurance policy at issue herein.

17. As a further direct and proximate consequence of the bad faith of Defendant, Plaintiff has been caused to suffer mental anguish, emotional distress, loss of policy benefits, loss of interest on the policy proceeds, has incurred substantial debt paying for the repairs on the Plaintiff's property, incurring interest expenses and penalties for those funds, and other damages according to proof.

18. THEREFORE, Plaintiff demands judgment against Defendants, Allstate Vehicle and Property Insurance Company, and A, B, and C, separately, severally, or jointly, in an amount to be determined by the trier of fact herein, as compensatory and punitive damages, said amount being in excess of the jurisdictional requirements of this Honorable Court, plus interest, costs and a reasonable attorney's fee.

Respectfully submitted,

/s/ J. Wilson Mitchell

J. WILSON MITCHELL (MIT016)
Attorney for Plaintiff
MITCHELL, BURDINE & BERNAUER
1905 Bruin Drive
Florence, AL 35630
(256) 767-4900 - Phone
(256) 767-4995 - Facsimile

/s/ Bennett L. Pugh

BENNETT L. PUGH (PUG004)
Attorney for Plaintiff
300 N. Montgomery Avenue
Sheffield, AL 35660
(205) 901-1116 - Phone



IN THE CIRCUIT COURT OF LAUDERDALE COUNTY, ALABAMA

JONATHAN CHANEY,

8

Plaintiff,

5

v.

8

ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY, and Defendants "A", "B", and "C", said defendants "A", "B", and "C" being the correct legal designation of Allstate Vehicle and Property Insurance Company and/or being the corporation or entity having issued homeowners policy number 995175183 to Plaintiff insuring casualties and other losses on real estate owned by Plaintiff located at 17621 Richter Road, Rogersville, Alabama 35652-8516, whose correct name is otherwise unknown by Plaintiff but will be added by amendment thereto when ascertained,

Defendant

FIRST INTERROGATORIES AND FIRST REQUEST FOR PRODUCTION
TO DEFENDANT ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY

COMES NOW the Plaintiff, **JONATHAN CHANEY**, and propounds the following Interrogatories and Requests for Production to Defendants **ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY**, to be answered and under oath by said Defendant within thirty (30) days after service of same upon Defendant:

INSTRUCTIONS

If an objection is made to answering any Interrogatory herein or producing any document or thing requested herein, or not fully answering any Interrogatory or fully producing any documents or things requested herein, or if any Request for Production of Documents is otherwise objected to on any basis, describe fully the legal and/or factual basis for the objections to each Interrogatory or Request in sufficient detail as to permit the Court

to adjudicate the validity of the claim or objection, and list and identify any and all documents or things which refer or relate to the information requested, as to which an objection is being asserted.

If an Interrogatory is not answered in full, state the reasons for not answering, describe the steps taken to secure complete information, and detail the information which is available to responding party regarding the unanswered portions thereof.

For each Interrogatory, identify all documents that support, refer, or relate to the subject matter of each interrogatory and the answer thereto.

When referring to a document or communication, written or oral, "identify" or "identity" means state the title, date, originator (s), recipient (s), type of document or communication (ie letter, memorandum, statement, email transmission, etc.), a brief description of its subject matter, and current custodian of the document. If any document is no longer in your custody, possession, or control, state the disposition made of it, the reason for disposal, and the address and identity of the documents present custodian.

"Document", means, but is not limited to, all materials encompassed by the Alabama Rules of Civil Procedure, and the Alabama Rules of Evidence.

1. Produce a copy of policy number 995-175-183.

RESPONSE:

2. Produce copies of all documents submitted in the application process for policy number 995-175-183 and produce any and all documents received by or on behalf of Defendant prior to issuance of said policy.

RESPONSE:

3. Produce a copy of the entire claims file concerning policy 995-175-183 Claim Number 0452334428.

RESPONSE:

4. Produce any and all documents, memos, emails, text messages, letters, notes, or any materials of any kind whether electronically stored, electronically submitted, or otherwise physically maintained concerning the investigation and/or adjustment by or on behalf of Defendant of the claim made by the Defendant herein concerning

any objective evaluation of the claim for water damage at Plaintiff's residence located at 17621 Richter Road, Rogersville, Alabama 35652, date of loss April 10, 2017, claim number 0452334428.

RESPONSE:

5. Produce a copy of the entire underwriting file with respect to policy 995-175-183, claim number 0452334428.

RESPONSE:

6. Produce any and all text messages, emails, letters, memos, writings, notes, or materials of any kind whether electronically stored, electronically transmitted, or physically maintained concerning directly or indirectly the claim made by Plaintiff for payment of proceeds under the policy number 995-175-183, claim number 0452334428

RESPONSE:

7. List the name or person or persons most knowledgeable as to the handling of Plaintiff's claim herein, and include their job title and current address.

RESPONSE:

8. List all reasons for nonpayment of Plaintiff's claim herein and produce copies of any and all documents that support such nonpayment.

RESPONSE:

9. Produce all documents, texts, emails, letters, memos or materials of any kind concerning directly or indirectly the check number 155646570 dated May 23, 2017 in the amount of \$16,076.75 made payable to Plaintiff and Wells Fargo Bank, and identify who authorized said check and the purpose of said check.

RESPONSE:

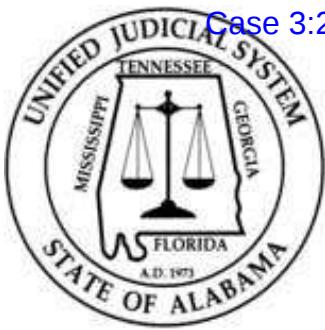
Respectfully submitted,

J. Wilson Mitchell
J. WILSON MITCHELL (MIT016)
Attorney for Plaintiff
MITCHELL, BURDINE & BERNAUER
1905 Bruin Drive
Florence, AL 35630
(256) 767-4900 - Phone

CERTIFICATE OF SERVICE

I hereby certify that I have requested that the foregoing First Interrogatories and First Request for Production be served with the Complaint in this action.

/s/ J. Wilson Mitchell
J. WILSON MITCHELL



AlaFile E-Notice

41-CV-2020-900084.00

To: J WILSON MITCHELL
jwm82256@aol.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF LAUDERDALE COUNTY, ALABAMA

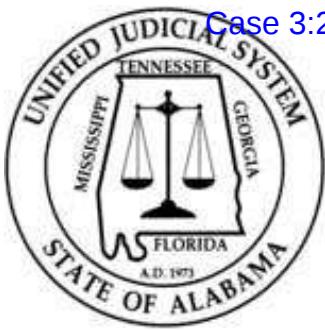
JONATHAN CHANEY V. ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY
41-CV-2020-900084.00

The following complaint was FILED on 3/5/2020 3:57:49 PM

Notice Date: 3/5/2020 3:57:49 PM

MISSY HOMAN
CIRCUIT COURT CLERK
LAUDERDALE COUNTY, ALABAMA
200 SOUTH COURT STREET
FLORENCE, AL, 35630

256-760-5728



AlaFile E-Notice

41-CV-2020-900084.00

To: ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY
C/O CORPORATION COMPANY
2000 INTERSTATE PARK DR.
MONTGOMERY, AL, 36109

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF LAUDERDALE COUNTY, ALABAMA

JONATHAN CHANEY V. ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY
41-CV-2020-900084.00

The following complaint was FILED on 3/5/2020 3:57:49 PM

Notice Date: 3/5/2020 3:57:49 PM

MISSY HOMAN
CIRCUIT COURT CLERK
LAUDERDALE COUNTY, ALABAMA
200 SOUTH COURT STREET
FLORENCE, AL, 35630

256-760-5728

State of Alabama Unified Judicial System Form C-34 Rev. 4/2017	SUMMONS - CIVIL -	Court Case Number 41-CV-2020-900084.00
IN THE CIRCUIT COURT OF LAUDERDALE COUNTY, ALABAMA JONATHAN CHANEY V. ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY		
NOTICE TO: ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY, C/O CORPORATION COMPANY 2000 INTERSTATE PARK DR., MONTGOMERY, AL 36109 <small>(Name and Address of Defendant)</small>		
<p>THE COMPLAINT OR OTHER DOCUMENT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT, AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS. YOU OR YOUR ATTORNEY ARE REQUIRED TO FILE THE ORIGINAL OF YOUR WRITTEN ANSWER, EITHER ADMITTING OR DENYING EACH ALLEGATION IN THE COMPLAINT OR OTHER DOCUMENT, WITH THE CLERK OF THIS COURT. A COPY OF YOUR ANSWER MUST BE MAILED OR HAND DELIVERED BY YOU OR YOUR ATTORNEY TO THE PLAINTIFF(S) OR ATTORNEY(S) OF THE PLAINTIFF(S), J WILSON MITCHELL</p> <hr/> <p>[Name(s) of Attorney(s)]</p> <p>WHOSE ADDRESS(ES) IS/ARE: 1905 Bruin Drive, FLORENCE, AL 35630</p> <p>[Address(es) of Plaintiff(s) or Attorney(s)]</p> <p>THE ANSWER MUST BE MAILED OR DELIVERED WITHIN 30 DAYS AFTER THIS SUMMONS AND COMPLAINT OR OTHER DOCUMENT WERE SERVED ON YOU OR A JUDGMENT BY DEFAULT MAY BE RENDERED AGAINST YOU FOR THE MONEY OR OTHER THINGS DEMANDED IN THE COMPLAINT OR OTHER DOCUMENT.</p>		
TO ANY SHERIFF OR ANY PERSON AUTHORIZED BY THE ALABAMA RULES OF CIVIL PROCEDURE TO SERVE PROCESS:		
<p><input type="checkbox"/> You are hereby commanded to serve this Summons and a copy of the Complaint or other document in this action upon the above-named Defendant.</p> <p><input checked="" type="checkbox"/> Service by certified mail of this Summons is initiated upon the written request of <u>JONATHAN CHANEY</u> pursuant to the Alabama Rules of the Civil Procedure.</p>		
<p>03/05/2020</p> <p>(Date)</p>	<p>/s/ MISSY HOMAN</p> <p>(Signature of Clerk)</p>	<p>By:</p> <p>(Name)</p>
<p><input checked="" type="checkbox"/> Certified Mail is hereby requested.</p> <p>/s/ J WILSON MITCHELL</p> <p>(Plaintiff's/Attorney's Signature)</p>		
RETURN ON SERVICE		
<p><input type="checkbox"/> Return receipt of certified mail received in this office on _____ <small>(Date)</small></p> <p><input type="checkbox"/> I certify that I personally delivered a copy of this Summons and Complaint or other document to _____ <small>(Name of Person Served)</small> in _____ <small>(Name of County)</small> County, <small>(Address of Server)</small></p>		
<p>Alabama on _____ <small>(Date)</small></p> <p><small>(Type of Process Server)</small> _____ <small>(Server's Signature)</small> _____</p> <p><small>(Server's Printed Name)</small> _____ <small>(Phone Number of Server)</small> _____</p>		

U.S. Postal Service®

CERTIFIED MAIL® RECEIPT

Domestic Mail Only

USPS® ARTICLE NUMBER

73154 7511 0430 0067 6078 14

Certified Mail Fee	\$ 3.55
Return Receipt (Hardcopy)	\$ 2.85
Return Receipt (Electronic)	\$ 0.00
Certified Mail Restricted Delivery	\$ 0.00
Postage	\$ 0.80
Total Postage and Fees	\$ 7.20

Sept 10
Aflstate Vehicle and Property Insurance Company
 C/O Corporation Company
 2000 Interstate Park Drive
 Montgomery, AL 36109

Reference Information

V-20-900084 (000)



MISSY HOMAN
CIRCUIT COURT CLERK
LAUDERDALE COUNTY
P.O. BOX 776
FLORENCE, ALABAMA 35631



9314 7699 0430 0069 6076 74

RETURN RECEIPT REQUESTED

3-23
FILED IN OFFICE
MAR 21 2000
Missy Homan

Allstate Vehicle and Property Insurance Company
C/O Corporation Company
2000 Interstate Pa
Montgomery, AL 36116

3562 FE 1316

0003/21/20

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
ENABLE TO FORWARD

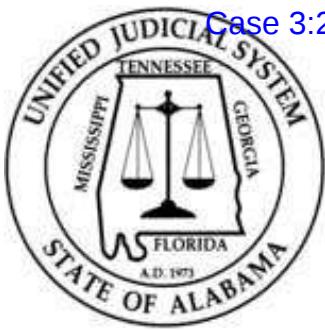
35631-0068C: 35631077676 *0139-00393-09-47
35631>0776

SHIPPING DOCUMENT
109/2020



04-11-11 12:09:426
N 35330 O 35330

DOCUMENT 7



AlaFile E-Notice

41-CV-2020-900084.00

Judge: GILBERT P SELF

To: MITCHELL JAMES WILSON
jwm82256@aol.com

NOTICE OF NO SERVICE

IN THE CIRCUIT COURT OF LAUDERDALE COUNTY, ALABAMA

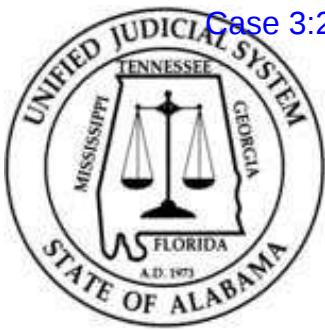
JONATHAN CHANEY V. ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY
41-CV-2020-900084.00

The following matter was not served on 3/24/2020

D001 ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY
Corresponding To
OTHER
NOT DELIVERABLE AS ADDRESSED UNABLE TO FORWARD

MISSY HOMAN
CIRCUIT COURT CLERK
LAUDERDALE COUNTY, ALABAMA
200 SOUTH COURT STREET
FLORENCE, AL, 35630

256-760-5728



AlaFile E-Notice

41-CV-2020-900084.00

Judge: GILBERT P SELF

To: PUGH BENNETT LEE
pughbennett@gmail.com

NOTICE OF NO SERVICE

IN THE CIRCUIT COURT OF LAUDERDALE COUNTY, ALABAMA

JONATHAN CHANEY V. ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY
41-CV-2020-900084.00

The following matter was not served on 3/24/2020

D001 ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY
Corresponding To
OTHER
NOT DELIVERABLE AS ADDRESSED UNABLE TO FORWARD

MISSY HOMAN
CIRCUIT COURT CLERK
LAUDERDALE COUNTY, ALABAMA
200 SOUTH COURT STREET
FLORENCE, AL, 35630

256-760-5728



IN THE CIRCUIT COURT OF LAUDERDALE COUNTY, ALABAMA

JONATHAN CHANEY,

§

Plaintiff,

§

v.

§

CASE NO. _____

§

ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY, and Defendants "A", "B", and "C", said defendants "A", "B", and "C" being the correct legal designation of ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY, and/or being the corporation or entity having issued homeowners policy number 995175183 to Plaintiff insuring casualties and other losses on real estate owned by Plaintiff located at 17621 Richter Road, Rogersville, Alabama 35652-8516, whose correct name is otherwise unknown by Plaintiff but will be added by amendment hereto when ascertained,

§

Defendants.

COMPLAINT
COUNT I

1. Plaintiff is a resident citizen of Lauderdale County, Alabama, and is over the age of nineteen (19) years.

2. Defendant Allstate Vehicle and Property Insurance Company, is upon information and belief, a foreign corporation regularly conducting business in Lauderdale County, Alabama, issuing various types of insurance policies including but not limited to the homeowners insurance policy issued by Defendant to Plaintiff policy number 995-175-183, which policy was at all material times herein in full force and effect with all premiums paid.

3. Defendants A, B and C being the correct legal designation of Allstate Vehicle and Property Insurance Company and/or being the corporation or entity having issued

homeowners policy number 995175183 to Plaintiff insuring casualties and other losses on improved real estate owned by Plaintiff located at 17621 Richter Road, Rogersville, Alabama 35652-8516, whose correct name is otherwise unknown by Plaintiff but will be added by amendment hereto when ascertained.

4. On or about April 10, 2017, Plaintiff sustained a substantial water casualty loss at Plaintiff's insured real property located at 17621 Richter Road, Rogersville, Alabama 35652-8516, covered by the policy of insurance issued by Defendant herein, which policy at all material times were in full force and effect with all premiums paid, at to which loss notice was provided by Plaintiff to Defendant timely having been assigned claim number 0452334428.

5. Defendant initially reviewed the property damage, however, did not fully adjust the loss, never reaching a meeting of the minds between the parties as to the nature and extent of the subject loss, but rather Defendant, without authority or permission from Plaintiff, sent an unqualified check dated May 23, 2017 to Wells Fargo Bank in the amount of \$16,076.75 which check was made payable to Jonathan Chaney and Wells Fargo Bank, said Wells Fargo Bank being the mortgage holder of the subject property.

6. The subject funds did not in any way resolve the underlying water loss. The check was endorsed by Plaintiff and the mortgage lender, and the funds were expended to partially repair the subject property, however, the damages to the property were greatly in excess of said amount, which fact was brought to the attention repeatedly by the Plaintiff to the Defendant.

7. Defendant breached the subject policy of insurance by: (1)failing and refusing to properly adjust the claim;(2) failing to provide suitable contractors and sub-contractors to perform the necessary repair work;(3) failing to pay appropriate living expense funds under

circumstances where the subject property was not liveable for a period of many months while repairs were effected; and (4) failing to fully compensate Plaintiff for the insured loses. Defendant only paid for one (1) month of living expenses when the property was unsuitable and unsafe to reside therein such living expenses being insufficient to the extent of approximately \$15,000 to \$20,000 if paid appropriately pursuant to subject contract.

8. Because of Defendant's breach the subject insurance policy, Plaintiff had to effect repairs on his own, which fact was brought to the attention of Defendant with no objection, and Defendant informed Plaintiff to retain his receipts, which Plaintiff did forwarding appropriate receipts to Defendant, however, no additional funds have been paid by or on behalf of Defendant for these repairs which exceed \$50,000 over and above the \$16,076.75 check forwarded by Defendant to Plaintiff mortgage lender in an unqualified manner.

9. As a proximate consequence of the breach of contract by Defendant, Plaintiff has been caused to expend substantial sums and effort to effect the necessary repairs to the insured premises referenced above; Plaintiff has had to take out loans and advanced payments from a retirement account in order to pay for the expenses effecting said repairs which should have been provided for under the subject policy with Defendant, and Plaintiff has been caused mental anguish and emotional distress as the subject property at issue is the primary residence of Plaintiff.

10. THEREFORE, Plaintiff demands judgment against Defendants, Allstate Vehicle and Property Insurance Company, and A, B, and C, separately, severally, or jointly, in an amount to be determined by the trier of fact herein, as actual, consequential, incidental and special damages, said amount being in excess of the jurisdictional requirements of this Honorable Court, plus interest, costs and a reasonable attorney's fee.

COUNT II

11. Plaintiff incorporates by reference, as though fully set forth herein, the contents of paragraphs 1 through 10 above.

12. Plaintiff has put Defendant upon notice of substantial damages to Plaintiff's insured residence, however, Defendant has failed and refused to properly adjust the claim, failed and refused to properly comply with the subject homeowner's insurance policy number 995-175-183 which was at all material times was in full force and effect with all premiums paid, and Defendant has failed and refused to pay Plaintiff's valid claim under the subject policy under circumstances where Defendant does not have any reasonable, legitimate, or even arguable reason for that refusal, and Defendant insurance company has knowledge of such absence.

13. The homeowners and casualty insurance policy at issue herein has an implied covenant of good faith and fair dealing.

14. Defendant owes Plaintiff a duty of good faith and fair dealing.

15. Defendant has willfully and/or intentionally failed to and continues to fail to determine whether there is a legitimate or arguable reason to fail to pay the claims of Plaintiff herein, and has failed to properly adjust the claim, failed to comply with the subsequent agreement entered into by Defendant and Plaintiff for Plaintiff to effect repairs and submit receipts to Defendant which should be paid by Defendant but have not been.

16. As a proximate consequence of Defendant's breach of the implied covenant and duty of good faith and fair dealing and the bad faith failure to pay the claim and/or the bad faith failure of Defendant to properly investigate, adjust and pay the claim, Plaintiff has been damaged and denied proceeds due under the subject insurance policy at issue herein.

17. As a further direct and proximate consequence of the bad faith of Defendant, Plaintiff has been caused to suffer mental anguish, emotional distress, loss of policy benefits, loss of interest on the policy proceeds, has incurred substantial debt paying for the repairs on the Plaintiff's property, incurring interest expenses and penalties for those funds, and other damages according to proof.

18. THEREFORE, Plaintiff demands judgment against Defendants, Allstate Vehicle and Property Insurance Company, and A, B, and C, separately, severally, or jointly, in an amount to be determined by the trier of fact herein, as compensatory and punitive damages, said amount being in excess of the jurisdictional requirements of this Honorable Court, plus interest, costs and a reasonable attorney's fee.

Respectfully submitted,

/s/ J. Wilson Mitchell
J. WILSON MITCHELL (MIT016)
Attorney for Plaintiff
MITCHELL, BURDINE & BERNAUER
1905 Bruin Drive
Florence, AL 35630
(256) 767-4900 - Phone
(256) 767-4995 - Facsimile

/s/ Bennett L. Pugh
BENNETT L. PUGH (PUG004)
Attorney for Plaintiff
300 N. Montgomery Avenue
Sheffield, AL 35660
(205) 901-1116 - Phone

to adjudicate the validity of the claim or objection, and list and identify any and all documents or things which refer or relate to the information requested, as to which an objection is being asserted.

If an Interrogatory is not answered in full, state the reasons for not answering, describe the steps taken to secure complete information, and detail the information which is available to responding party regarding the unanswered portions thereof.

For each Interrogatory, identify all documents that support, refer, or relate to the subject matter of each interrogatory and the answer thereto.

When referring to a document or communication, written or oral, "identify" or "identity" means state the title, date, originator (s), recipient (s), type of document or communication (ie letter, memorandum, statement, email transmission, etc.), a brief description of its subject matter, and current custodian of the document. If any document is no longer in your custody, possession, or control, state the disposition made of it, the reason for disposal, and the address and identity of the documents present custodian.

"Document", means, but is not limited to, all materials encompassed by the Alabama Rules of Civil Procedure, and the Alabama Rules of Evidence.

1. Produce a copy of policy number 995-175-183.

RESPONSE:

2. Produce copies of all documents submitted in the application process for policy number 995-175-183 and produce any and all documents received by or on behalf of Defendant prior to issuance of said policy.

RESPONSE:

3. Produce a copy of the entire claims file concerning policy 995-175-183 Claim Number 0452334428.

RESPONSE:

4. Produce any and all documents, memos, emails, text messages, letters, notes, or any materials of any kind whether electronically stored, electronically submitted, or otherwise physically maintained concerning the investigation and/or adjustment by or on behalf of Defendant of the claim made by the Defendant herein concerning

any objective evaluation of the claim for water damage at Plaintiff's residence located at 17621 Richter Road, Rogersville, Alabama 35652, date of loss April 10, 2017, claim number 0452334428.

RESPONSE:

5. Produce a copy of the entire underwriting file with respect to policy 995-175-183, claim number 0452334428.

RESPONSE:

6. Produce any and all text messages, emails, letters, memos, writings, notes, or materials of any kind whether electronically stored, electronically transmitted, or physically maintained concerning directly or indirectly the claim made by Plaintiff for payment of proceeds under the policy number 995-175-183, claim number 0452334428

RESPONSE:

7. List the name or person or persons most knowledgeable as to the handling of Plaintiff's claim herein, and include their job title and current address.

RESPONSE:

8. List all reasons for nonpayment of Plaintiff's claim herein and produce copies of any and all documents that support such nonpayment.

RESPONSE:

9. Produce all documents, texts, emails, letters, memos or materials of any kind concerning directly or indirectly the check number 155646570 dated May 23, 2017 in the amount of \$16,076.75 made payable to Plaintiff and Wells Fargo Bank, and identify who authorized said check and the purpose of said check.

RESPONSE:

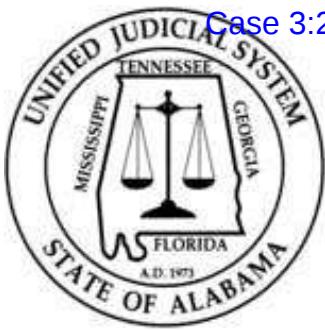
Respectfully submitted,

J. Wilson Mitchell
J. WILSON MITCHELL (MIT016)
Attorney for Plaintiff
MITCHELL, BURDINE & BERNAUER
1905 Bruin Drive
Florence, AL 35630
(256) 767-4900 - Phone

CERTIFICATE OF SERVICE

I hereby certify that I have requested that the foregoing First Interrogatories and First Request for Production be served with the Complaint in this action.

/s/ J. Wilson Mitchell
J. WILSON MITCHELL



AlaFile E-Notice

41-CV-2020-900084.00

To: J WILSON MITCHELL
jwm82256@aol.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF LAUDERDALE COUNTY, ALABAMA

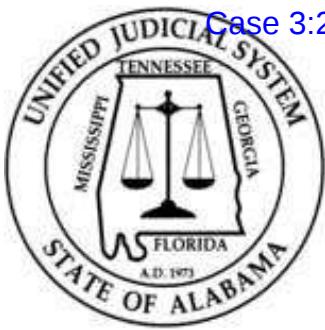
JONATHAN CHANEY V. ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY
41-CV-2020-900084.00

The following alias summons was FILED on 4/8/2020 12:06:12 PM

Notice Date: 4/8/2020 12:06:12 PM

MISSY HOMAN
CIRCUIT COURT CLERK
LAUDERDALE COUNTY, ALABAMA
200 SOUTH COURT STREET
FLORENCE, AL, 35630

256-760-5728



AlaFile E-Notice

41-CV-2020-900084.00

To: ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY
3075 SANDERS ROAD SU. H1A
NORTHBROOK, IL, 60062

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF LAUDERDALE COUNTY, ALABAMA

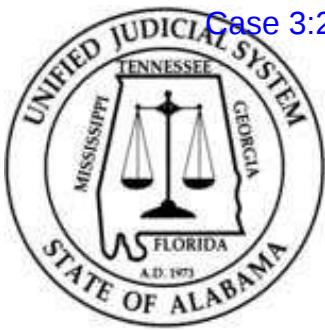
JONATHAN CHANEY V. ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY
41-CV-2020-900084.00

The following alias summons was FILED on 4/8/2020 12:06:12 PM

Notice Date: 4/8/2020 12:06:12 PM

MISSY HOMAN
CIRCUIT COURT CLERK
LAUDERDALE COUNTY, ALABAMA
200 SOUTH COURT STREET
FLORENCE, AL, 35630

256-760-5728



AlaFile E-Notice

41-CV-2020-900084.00

To: PUGH BENNETT LEE
pughbennett@gmail.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF LAUDERDALE COUNTY, ALABAMA

JONATHAN CHANEY V. ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY
41-CV-2020-900084.00

The following alias summons was FILED on 4/8/2020 12:06:12 PM

Notice Date: 4/8/2020 12:06:12 PM

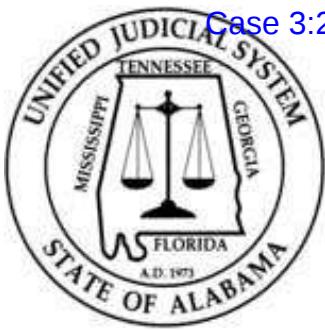
MISSY HOMAN
CIRCUIT COURT CLERK
LAUDERDALE COUNTY, ALABAMA
200 SOUTH COURT STREET
FLORENCE, AL, 35630

256-760-5728

State of Alabama Unified Judicial System Form C-34 Rev. 4/2017	SUMMONS - CIVIL -	Court Case Number 41-CV-2020-900084.00
IN THE CIRCUIT COURT OF LAUDERDALE COUNTY, ALABAMA JONATHAN CHANEY V. ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY		
NOTICE TO: ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY, 3075 SANDERS ROAD SU. H1A, NORTHBROOK, IL 60062 <small>(Name and Address of Defendant)</small>		
<p>THE COMPLAINT OR OTHER DOCUMENT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT, AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS. YOU OR YOUR ATTORNEY ARE REQUIRED TO FILE THE ORIGINAL OF YOUR WRITTEN ANSWER, EITHER ADMITTING OR DENYING EACH ALLEGATION IN THE COMPLAINT OR OTHER DOCUMENT, WITH THE CLERK OF THIS COURT. A COPY OF YOUR ANSWER MUST BE MAILED OR HAND DELIVERED BY YOU OR YOUR ATTORNEY TO THE PLAINTIFF(S) OR ATTORNEY(S) OF THE PLAINTIFF(S), J WILSON MITCHELL</p> <hr/> <p>[Name(s) of Attorney(s)]</p> <p>WHOSE ADDRESS(ES) IS/ARE: 1905 Bruin Drive, FLORENCE, AL 35630</p> <p>[Address(es) of Plaintiff(s) or Attorney(s)]</p> <p>THE ANSWER MUST BE MAILED OR DELIVERED WITHIN 30 DAYS AFTER THIS SUMMONS AND COMPLAINT OR OTHER DOCUMENT WERE SERVED ON YOU OR A JUDGMENT BY DEFAULT MAY BE RENDERED AGAINST YOU FOR THE MONEY OR OTHER THINGS DEMANDED IN THE COMPLAINT OR OTHER DOCUMENT.</p>		
TO ANY SHERIFF OR ANY PERSON AUTHORIZED BY THE ALABAMA RULES OF CIVIL PROCEDURE TO SERVE PROCESS:		
<p><input type="checkbox"/> You are hereby commanded to serve this Summons and a copy of the Complaint or other document in this action upon the above-named Defendant.</p> <p><input checked="" type="checkbox"/> Service by certified mail of this Summons is initiated upon the written request of <u>CHANAY JONATHAN</u> pursuant to the Alabama Rules of the Civil Procedure.</p>		
<u>04/08/2020</u> <small>(Date)</small>	<u>/s/ MISSY HOMAN</u> <small>(Signature of Clerk)</small>	By: <small>(Name)</small>
<p><input checked="" type="checkbox"/> Certified Mail is hereby requested.</p>		
<p style="text-align: center;">RETURN ON SERVICE</p> <p><input type="checkbox"/> Return receipt of certified mail received in this office on _____ <small>(Date)</small></p> <p><input type="checkbox"/> I certify that I personally delivered a copy of this Summons and Complaint or other document to _____ in _____ County, <small>(Name of Person Served)</small> <small>(Name of County)</small></p> <p>Alabama on _____. <small>(Date)</small></p> <p><small>(Address of Server)</small></p> <p><small>(Type of Process Server)</small> <small>(Server's Signature)</small> _____</p> <p><small>(Server's Printed Name)</small> <small>(Phone Number of Server)</small> _____</p>		

USPS® ARTICLE NUMBER	
5314 7699 0430 0000	LORETTA, N.Y.
Certified Mail Fee \$.55	10/2020
Return Receipt (Hardcopy) \$ 2.85	Postmark Here
Return Receipt (Electronic) \$ 0.00	
Certified Mail Restricted Delivery \$ 0.00	
Postage \$ 0.80	
Total Postage and Fees \$ 2.35	
Sent to:	
Allstate Vehicle and Property Insurance Company 3075 Sanders Road SU. H1A Northbrook, IL 60062	
Reference Information	
CV-20-900084 (D001)	

PS Form 3800, Facsimile, July 2015



AlaFile E-Notice

41-CV-2020-900084.00

Judge: GILBERT P SELF

To: MITCHELL JAMES WILSON
jwm82256@aol.com

NOTICE OF SERVICE

IN THE CIRCUIT COURT OF LAUDERDALE COUNTY, ALABAMA

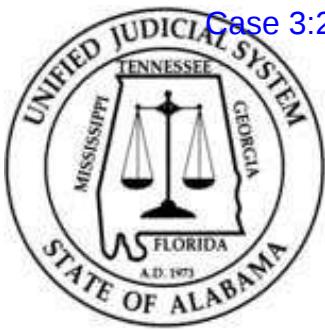
JONATHAN CHANEY V. ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY
41-CV-2020-900084.00

The following matter was served on 4/13/2020

D001 ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY
Corresponding To
CERTIFIED MAIL

MISSY HOMAN
CIRCUIT COURT CLERK
LAUDERDALE COUNTY, ALABAMA
200 SOUTH COURT STREET
FLORENCE, AL, 35630

256-760-5728



AlaFile E-Notice

41-CV-2020-900084.00

Judge: GILBERT P SELF

To: PUGH BENNETT LEE
pughbennett@gmail.com

NOTICE OF SERVICE

IN THE CIRCUIT COURT OF LAUDERDALE COUNTY, ALABAMA

JONATHAN CHANEY V. ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY
41-CV-2020-900084.00

The following matter was served on 4/13/2020

D001 ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY
Corresponding To
CERTIFIED MAIL

MISSY HOMAN
CIRCUIT COURT CLERK
LAUDERDALE COUNTY, ALABAMA
200 SOUTH COURT STREET
FLORENCE, AL, 35630

256-760-5728

Return Receipt (Form 3811) Barcode



9590 9699 0430 0070 6577 69

COMPLETE THIS SECTION ON DELIVERY

A. Signature

 Agent

Neal Moeck

 Addressee

B. Received by (Print Employee Of The State)

C. Is delivery address different from item 1? Yes
If YES, enter delivery address below. No

APR 14 2020

Neal Moeck

1. Article Addressed to:
Allstate Fire and Property Insurance Company
3075 Sanders Road SU. H1A
Northbrook, IL 60062

Filed in Office
APR 23 2020
Neal Moeck

D. Service Type:

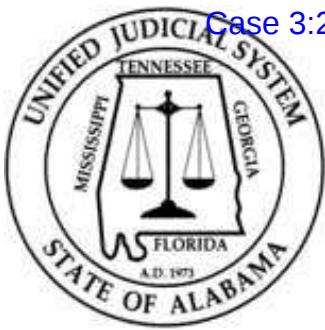
 Certified Mail Certified Mail Restricted Delivery

FBI - Chicago

9314 2699 0430 0070 6577 67

2. Certified Mail (Form 3800) Article Number

01-20-900084 (001)



AlaFile E-Notice

41-CV-2020-900084.00

Judge: GILBERT P SELF

To: MITCHELL JAMES WILSON
jwm82256@aol.com

NOTICE OF SERVICE

IN THE CIRCUIT COURT OF LAUDERDALE COUNTY, ALABAMA

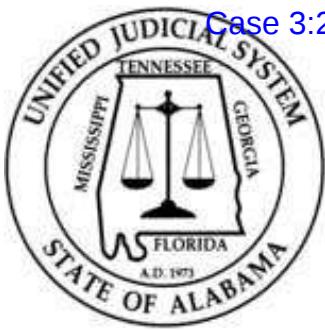
JONATHAN CHANEY V. ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY
41-CV-2020-900084.00

The following matter was served on 4/14/2020

D001 ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY
Corresponding To
CERTIFIED MAIL

MISSY HOMAN
CIRCUIT COURT CLERK
LAUDERDALE COUNTY, ALABAMA
200 SOUTH COURT STREET
FLORENCE, AL, 35630

256-760-5728



AlaFile E-Notice

41-CV-2020-900084.00

Judge: GILBERT P SELF

To: PUGH BENNETT LEE
pughbennett@gmail.com

NOTICE OF SERVICE

IN THE CIRCUIT COURT OF LAUDERDALE COUNTY, ALABAMA

JONATHAN CHANEY V. ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY
41-CV-2020-900084.00

The following matter was served on 4/14/2020

D001 ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY
Corresponding To
CERTIFIED MAIL

MISSY HOMAN
CIRCUIT COURT CLERK
LAUDERDALE COUNTY, ALABAMA
200 SOUTH COURT STREET
FLORENCE, AL, 35630

256-760-5728